

1st Amendment to Lease Agreement

(Brooks Development Authority/SAPD and ACS)

This 1st Amendment to Lease Agreement is entered into between Landlord and Tenant.

1. Identifying Information.

Authorizing Ordinance:

Landlord: Brooks Development Authority, a Texas Defense Base Development Authority

Landlord's Address: 1 B.D.A. Crossing, Suite 100, San Antonio, Texas 78235

Tenant: City of San Antonio

Tenant's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Lease: Lease Agreement between Brooks Development Authority and the City of San Antonio pertaining to 5 acres of land area and improvements located thereon located at 2614 Enos Street, Brooks City-Base, San Antonio, Bexar County, Texas 78235

Ordinance Authorizing Original Lease: 2009-01-15-0019

2. Defined Terms.

All terms defined in the Lease and not otherwise defined in this amendment, when used in this amendment, have the meanings ascribed to them in the Lease. References to "Lease" in this amendment include both the original Lease and all previous amendments to it.

3. Change in Premises/Use/Parking.

As of May 1, 2010 the premises description, use and parking provisions of the Lease as described in sub paragraphs 2.1 and 2.2 of the Lease are deleted in their entirety and new paragraph 2 is inserted in substitution thereof as follows:

2.1. Description of the Premises. The premises consist of 5 acres of land area as depicted in the **Exhibit A** attached hereto and encompass all improvements currently existing thereon (Premises) including, but not limited to:

- a 3,115 square foot office/lab building and;
- three open air kennel buildings each more or less 14 feet by 175 feet in size and;
- a masonry building with 3 rooms

2.2. **Use.** During the Initial Term and any Renewal Term the Premises may be used by the San Antonio Police Department for:

- office, storage and training area for the K-9 unit including personnel, equipment and animals associated therewith and;
- office, storage and training area for the Hostage Negotiation Unit and;
- office, storage and training area for the Bomb detail and;
- housing of animals displaced or relocated to San Antonio as part of any emergency evacuation exercise that the San Antonio Police Department participates in as part of its local or mutual aid emergency operations efforts.

2.3. Tenant may keep and use any police equipment on the Premises associated with the use defined above.

2.4. From May 1, 2010 through April 30, 2012 the Premises may be used for care and housing of animals under the jurisdiction of the City's Animal Care Services (ACS) Department. Upon Landlord's written consent, this use may be extended for to be determined periods of time, provided (i) such extensions do not exceed the Initial Term of this Lease and (ii) the period of extension is acceptable to Landlord and (iii) the ACS use does not conflict, in Landlord's sole discretion, with its development of the Brooks City-Base property.

2.5. Regardless of use, Tenant may use the Premises for parking purposes as necessary to accommodate its use.

4. Landlord's Obligations.

Having previously met the terms of existing sub paragraph 7.1 of the Lease, said sub paragraph is deleted in its entirety and new sub paragraph 7.1 is inserted in substitution thereof:

7.1. **Tenant Improvements.** Within 15 days of Tenant's approval of a construction budget as obtained by Landlord based on bids received from contractors, Landlord shall hire a contractor or otherwise commence the work outlined in Tenant's scope of work attached hereto as **Exhibit B** (Scope of Work) and diligently pursue the completion of the required work. Tenant shall reimburse Landlord the entire cost, including any overhead for Landlord's supervision not to exceed five percent of the cost of construction, based on a preliminary budget of \$125,000.00. At Tenant's option the entire cost of construction shall be reimbursed to Landlord in a lump sum within 30 days of the completion of the work or paid monthly commencing October 1, 2010 in equal installments over 19 monthly payments with the last payment to occur June 1, 2012. Alternatively, Tenant may elect to complete all or any portion of the Scope of Work itself and pay any incurred costs directly. In the event Tenant decides to manage the construction of the improvements outlined in the Scope of Work, Landlord will assist in the procurement of building permits and any other jurisdictional approvals required to initiate the Scope of Work.

5. No Default.

Neither Landlord nor Tenant is in default under the Lease and neither party is aware of a cause of action against the other arising out of or relating to the period before the date of Landlord's signature on this amendment.

6. Same Terms and Conditions.

This amendment is a fully integrated expression of the changes the parties intend to make to the Lease, as previously amended. The parties acknowledge that, except as expressly set forth in this amendment, the Lease as previously amended remains in full force and effect according to its terms, and the parties reaffirm the obligations thereof. Both Landlord and Tenant are bound thereby. Neither party is in default under the Lease as amended. There have been no amendments or other modifications to the Lease except as expressly described in this amendment.

7. Public Information.

Landlord acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

Landlord

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Tenant

Brooks Development Authority, a Texas Defense Base Development Authority

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Exhibit A: Map of Premises

Exhibit B: Scope of Work

Kennel Project At Brooks City-Base Scope of Work

This scope is to include all work to be done within the 3 kennel buildings and 750 square foot masonry structure that are currently leased by the City of San Antonio. All work to be completed in a professional manner.

Work includes:

Kennel Buildings

HVAC AND PLUMBING

- Remove all existing heaters and install 18 gas fired 75 MBH circulating fan heaters including any required re-piping, shut off valves, support systems to hang the heaters (bottom of heaters to be not less than 6'8" AFF) and any other work required to deliver a heat distribution system within the kennel buildings
- Clean out all existing drain systems including the existing sewage holding tank. Verify that the system is functioning properly, drains to the municipal sewer system and advise of any broken pipes or other issues that will inhibit the proper function of the existing system.
- Insulate all exposed and existing cold water plumbing systems throughout including all exposed pipe between buildings and all supply and shut off valves with pipe wrap and other insulating materials sufficiently thick to prevent freezing at conditions of 28 degrees for a 24 hour period. Provide 80 linear feet of heat trace for the water pipe as designated by ACS.
- Remove all existing lip drip systems through out, cap and install plug at the main overhead plumbing line.
- Install at least 3 water source hose bibs in each building, existing can only be re-used provided they are at least 25 feet in distance from the nearest bib location.

ELECTRICAL

- Install 6 light switches wired into the existing lighting system (2 per building). Existing switch locations may be maintained provided they are within 3 feet of the path of travel at each entry/exit point; otherwise new locations will need to be wired.
- Verify that all lighting systems work, replace with new lamps and tubes as required to deliver a fully operation lighting system using the existing fixtures.
- Install wiring, fixtures and switches necessary to install six 200 watt fluorescent lights in locations around the perimeter of the buildings as designated by ACS.

CONSTRUCTION

- Prep the existing floors including removal of all loose paint. Provide labor and materials necessary to install 2 coats of epoxy paint on all floor surfaces within the kennel buildings.

Masonry Office Building

HVAC AND PLUMBING

- Remove and dispose of the existing 12.5 ton unit, repair roof as required to make water tight
- Install in place thereof a two ton cooling/100,000 BTU heating unit to operate using existing infrastructure. Contractor to verify the means of operating the existing 12.5 ton unit, (gas and/or electric) and will be responsible to retrofit that existing supply source to operate the replacement unit including any required shutoff mechanisms or other modifications required to meet the current building code.
- ALTERNATE – leave the existing 12.5 ton system in place and install wall through electric heating and cooling units in each room (total of 3) sufficient in size to heat and cool the rooms. Work includes the cost of removing portions of the wall, sealing it water tight and distributing sufficient power to the units for their proper operation.

ELECTRIC

- Remove light tubes from any fixtures extraneous to the provision of adequate lighting in the rooms.
- Verify that all existing lighting systems work, subject to the work required above, replace lamps and tubes as necessary

CONSTRUCTION:

- Paint all floors, walls and ceilings, 2 coats, in a color chosen by City
- ALTERNATE - Paint the exterior of this building including wall, trim and door surfaces in a color (separate colors for walls and trim) chosen by ACS
- Fill in low spot near the A/C compressor.

Additional/Alternate Issues

All contracts for work to include a time delay provision that establishes a financial penalty to be deducted from the construction contract in the event the vendor fails to deliver its completed portion of the scope with 45 days of contract award.

City staff to be responsible for any site demolition not specifically identified in the scope above including the removal of all materials from the kennels and office building that are not required for the intended use.